

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

DONALD MARK McCORMICK  
Plaintiff,

vs.

Case No.

THE STANDARD INSURANCE COMPANY,  
Defendant.

**COMPLAINT UNDER ERISA FOR RECOVERY OF  
DISABILITY INSURANCE BENEFITS**

COMES NOW Donald Mark McCormick, Plaintiff, by his attorney, Jeffrey B. Diamond, and for cause of action against the Defendant, states:

1. Plaintiff is a resident of City of Rio Rancho, Sandoval County, and the Defendants engage in business in the State of New Mexico. This action is brought pursuant to 29 USC § 1132, § 502(a) of the Employee Retirement Income Security Act of 1974. Jurisdiction and venue are proper in this Court pursuant to Subsection (e)(1) of 29 USC § 1132.

2. Plaintiff was employed by Regents of University of New Mexico, for over fifteen years until becoming disabled on or about August 11, 2015 as the direct result of a combination of severe physical and mental illnesses consisting of Shy-Drager Syndrome, autonomic nervous system dysfunction, as well as syncope, migraine headaches, uncontrolled hypertension, tremor, persistent Depressive Disorder; Generalized Anxiety Disorder; and an Unspecified Neurocognitive Disorder.

3. Defendant The Standard issued a policy of short-term and long-term disability insurance benefits including waiver of premium for life insurance for the benefit of the Plaintiff, who made claim therefore under claim Number 00vy4929 and provided sufficient medical

evidence, health history, and other relevant, necessary, and material evidence in support of the said claim, including releases for the Defendant to obtain information from medical and other sources, so as to qualify for and be entitled to the receipt of benefits under such disability income policy.

4. Defendant established the group benefits plan Number 649112 as an employee benefit plan established and qualified in accordance with the provisions of the Employee Retirement Income Security Act, 29 USC § 1001 et seq.

5. That at all times material hereto, the Plaintiff obtained and continued his employment in reliance upon the provision to the Plaintiff of disability income insurance and life insurance benefits in the event he became disabled.

6. Beginning on or about August 11, 2015, as hereinabove set forth, the Plaintiff became disabled and unable to continue working for the Regents of the University of New Mexico, or any other employer, in any type of employment, and thus became eligible and entitled to benefits under the disability income policy for short, long term and life insurance disability benefits.

7. The Plaintiff made due and proper application for disability benefits under the subject plan, and the Defendant has improperly, unlawfully, and in derogation of the subject disability plan, arbitrarily, capriciously, in bad faith, negligently, and otherwise wrongfully denied the Plaintiff the benefits to which he was entitled.

8. Plaintiff timely filed his claim for benefits, and the subject claim for benefits was improperly denied by the Defendants on February 2, 2017. The Plaintiff has exhausted his administrative remedies.

9. That as a direct result of the arbitrary and capricious, wrongful, unlawful, improper, negligent and bad faith refusal of the Defendants to pay the Plaintiff disability benefits pursuant

to the subject plan, the Plaintiff has suffered financial loss and hardship, and deprivation of contractual benefits under the disability plan, and the Court should award the Plaintiff a judgment against the Defendant for all disability insurance benefits to which the Plaintiff was entitled under the plan, together with interest thereon, reasonable attorney fees, costs of suit, and such other and further relief as the Court deems just and proper.

WHEREFORE, Plaintiff requests the Court award him damages against the Defendant for all disability income and life insurance benefits due Plaintiff since August 11, 2015, together with accrued pre-judgment interest thereon, costs, reasonable attorney fees, and such other and further relief as the Court deems just in the premises.

Respectfully submitted,

JEFF DIAMOND LAW FIRM

(s)Jeffrey B. Diamond (3/3/2017)

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